

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

POST-BROWNING, INC.,
Plaintiff,

vs.

ROBERT KNABE,
Defendant.

Case No. 1:14-cv-857

Barrett, J.
Litkovitz, M.J.

ORDER

This matter is before the Court on plaintiff Post-Browning, Inc.'s Motion for a Temporary Restraining Order. (Doc. 3). For the reasons that follow, and in light of the parties' agreement, plaintiff's Motion for a Temporary Restraining Order is **DENIED** as moot.

A conference on plaintiff's Motion for a Temporary Restraining Order was held before the undersigned magistrate judge on November 12, 2014. At the conference, the parties agreed to abide by the following terms and conditions pending the conclusion of mediation proceedings:

1. Defendant Robert Knabe is permitted to continue working for his current employer, Payneless ATM, LLC (Payneless).
2. Defendant Knabe is prohibited from contacting any customers of Post-Browning, Inc. (Post-Browning), in Indiana.
3. Defendant Knabe is prohibited from disclosing "Confidential Information" of Post-Browning, which includes, but is not limited to, trade secrets, proprietary information, confidential techniques, methods, processes, formulae, patents, inventions, customer and prospect lists, supplier lists, product research and engineering data, marketing information, all information accessed, maintained or stored on Post-Browning's computers, computer programs, pricing, discount structures, billing methods, financial data and business plans.

4. Defendant Knabe is prohibited from contacting employees of Post-Browning concerning any business matter.
5. Defendant Knabe is prohibited from communicating with current Post-Browning customers or employees. If defendant receives a communication from a Post-Browning customer or employee, he is to inform the individual that he no longer works for Post-Browning, he cannot discuss business with the individual, and the individual should contact Steve McCarthy at Post-Browning.
6. Prior to mediation, defendant Knabe shall provide Post-Browning with all email communications defendant had with Payneless prior to the date he left Post-Browning's employment; all email communications defendant had with employees of Payneless prior to the date he left Post-Browning's employment; and all email and telephone communications defendant had with customers of Post-Browning after the date he left Post-Browning's employment.

The Court hereby **ORDERS** that the parties are bound by the above terms and conditions until mediation proceedings have concluded and until further order of the Court.

IT IS SO ORDERED.

Date: 11/13/14


Karen L. Litkovitz
United States Magistrate Judge